## BHADRAVATI DIVISION.

### SALE OF BAMBOOS.

*Notification dated 20th September 1928.*

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Bhadravati Division for the year 1928-29, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

| Name of Sub-division | Name of Range | Name of Forest | Description of Block | Minimum quantity to be purchased | | Place of sale | Date of sale | Remarks |
|---|---|---|---|---|---|---|---|---|
| | | | | Big bamboos | Small bamboos | | | |
| Hebbe | Tadasa .. | Tadasa .. | Whole Forest .. | 5,000 | 15,000 | Sandal kori Chikmagalur | 15th October, 1928 | Except Jarte all other bamboos are included |
| | Muthodi .. | Muthodi .. | Muthodi | 5,000 | 15,000 | | | |
| | Do .. | Do .. | Jagar w. c. .. | .. | 15,000 | | | |
| | Do .. | Kagemanegiri .. | Kagemanegiri .. | 5,000 | .. | | | |
| | | | Total .. | 15,000 | 45,000 | | | |

The sale will commence at 2 P.M. precisely, on each day if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs 500 and below and of the Conservator of Forests in other cases.

*N.B.*—It should be clearly understood that the contractor shall make his own arrangements for the removal of bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the tangadi sale rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee) railway cess at six pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but, he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit as security a sum of Rs. 50 (fifty)or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to any body or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 30th June 1929.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any Forest Offences Committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer, and that the later may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the Contractor.

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*Notification dated 20th September* 1928.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forests, Plantations, Amrut Mahal Kavals, and Reserved lands of the undermentioned Ranges pertaining to the jurisdiction of this division up to the end of June 1929, will be sold by pubilc auction by the undermentioned Officers, on the dates noted against them as detailed below :—

| Name of Sub-Division | Name of Range | Name of Taluk | Date of sale | Place of sale | Officer conducting the sale |
|---|---|---|---|---|---|
| 1. Bhadravati | Bhadravati .. | Shimoga .. | 10th October 1928. | Forest Sub-Division Office, Bhadravati. | Sub-Division Officer, Bhadravati. |
| | Bhadrapur .. | Chennagiri .. | 12th October 1928 | Range Office, Chennagiri | Do |
| | Chennagiri .. | | | | |
| 2. Narasimharajpur. | Narasimharajpur. | Narasimharajpur Sub-Taluk, | 16th October 1928. | Forest Sub-Division Office, Narasimharajpur. | Sub-Division Officer, Narasimharajpur. |
| | Chikkagrabara .. | | | | |
| 3. Hebbe .. | Umbalebile .. | Shimoga Taluk | Do .. | Do .. | Sub-Division Officer, Hebbe or Narasimharajpur. |
| | Tadasa .. | Tarikere .. | | | |
| | Hebbe .. | Chikkamagalur. | | | |
| | Muthodi .. | | | | |
| 4. Lakkavally | Lakkavally .. | Tarikere, .. | 18th October 1928. | Sandal Koti, Tarikere .. | Sub-Division Officer, Tarikere. |
| | Tarikere .. | | | | |
| | Tyagadabagi .. | | | | |

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, pay up the one-fourth sale amount together with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourth of the sale amount within a week from the date of receipt of confirmation order. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it but will not participate in any profit accruing therefrom. In any case in which an extension of time for payment of sale amount is granted, such payment shall be made together with interest at 9 per cent per annum from the date of sale. If the deficit be not paid, it will be recovered as a Revenue demand.

7. If the sale is not confirmed, the amount will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions here undermentioned duly furnishing a security deposit equal to one-fourth sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited, and the right resold.

*Further conditions to be entered in the agreement.*

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer, or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officer before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agent or servants shall render all possible help in preventing the occurance of fires in forest in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forests, all produce collected and sold under the terms of the lease before the close of the official year.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

H. V. RANGASWAMIENGAR,
*District Forest Officer.*

## BANGALORE DIVISION.

*Notice dated 22nd September 1928.*

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M., on 8th October 1928, for providing railings from Hoskote large tank bund. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of December 1929.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Bangalore, between the hours of 11 A.M. to 5 P.M. on office days.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form annexed, showing the rates at which the different items specified will be executed :—

3(a). Percentages less or above estimated rates will not be competed.